

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of :
Yoshinobu OKUNO et al. :
Serial No. NEW : **Attn: Application Branch**
Filed August 1, 2001 : **Attorney Docket No. 2001_0977**

POLYPEPTIDES FOR USE IN GENERATING
ANTI-HUMAN INFLUENZA VIRUS ANTIBODIES
(AS AMENDED)
(Rule 1.53(b) Divisional of Serial No. 09/004,422,
Filed January 8, 1998)

DEPOSIT DECLARATION

Assistant Commissioner for Patents,
Washington, DC 20231

Sir:

Takara Shuzo Co., Ltd., Assignee of record of the above-identified application, by its undersigned duly authorized representative, hereby declares:

That hybridomas C179 and AI3C have been deposited at the National Institute of Bioscience and Human-Technology, Agency of Industrial Science and Technology, of 1-3, Higashi 1-chome, Tsukuba-shi, Ibaraki-ken, 305 Japan on December 27, 1993 (for both) under the Budapest Treaty, as deposit Nos. FERM BP-4517 and FERM BP-4516;

That the depository affords permanence of the deposits and ready accessibility thereto by the public if a patent is granted;

That access to the deposits during the pendency of the above-identified application to one determined by the Commissioner to be entitled thereto under 37 C.F.R. 1.14 and 35 U.S.C. 122 is hereby assured;

That all restrictions on the availability of the deposits to the public will be irrevocably removed upon the granting of the U.S. Patent on the above-identified application;

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That each of the deposits shall be stored by the depository, with all the care necessary to keep it viable and uncontaminated, for a period of at least five years after the most recent request for the furnishing of a sample of the deposits was received by the depository, or for a period of at least 30 years after the date of the deposit, or for the effective life of the U.S. Patent, whichever is longest; and

That the Assignee acknowledges its duty to replace any such deposits should the depository be unable to furnish a sample when requested due to the condition of the deposit.

That the undersigned is authorized to execute this agreement on behalf of the Assignee.

The undersigned declares further that all statements made herein of his own knowledge are true, and that all statements on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: August 1, 2001

W. A. Wheeler
Signature

Title: Attorney for Applicant